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ASIA

REQUEST FOR PROPOSAL (RFP)

A. RFP no. and Date:	002/2022 – March 30, 2022
B. Subject:	Office Furniture and Installation for USAID/Myanmar
C. Issuing Office/Section:	USAID RDMA, Regional Executive Office 25th Fl, Athenee Tower 63 Wireless Road, Bangkok 10330, Thailand
D. Closing date for receipt of quotation	May 6, 2022 – (5pm, Yangon Time)
E. Type of Award:	Fixed Price – Purchase Order
F. Basis for Award:	Soliciting competition, evaluation of proposals or offers, award and documentation (FAR Part 13.106)

Description of Requirements

The United States government, represented by the U.S. Agency for International Development (USAID), Regional Development Mission Asia (RDMA) invites qualified companies/individuals to submit quotation of the services/items specified below. This is to support the operation of USAID/Myanmar.

Proposal submission and questions regarding this Request for Proposal (RFP) shall be **ONLY** via email to BANGKOKUSAIDPROC@usaid.gov by the time/date specified above.

The award of a contract hereunder is subject to the availability of funds. Issuance of this RFP does not constitute an award or commitment on the part of the U.S. Government, nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. **Please be advised that all interested parties are required to be registered in Dun and Bradstreet and are subject to SAM registration before an award can be made.** Information on obtaining the Data Universal Numbering System (DUNS), can be found at this website: <http://fedgov.dnb.com/webform>. Offerors are also required to register their business on the U.S. Government's System for Award Management (SAM) at www.sam.gov. Information on this process for foreign contractors is available [here](#). Prospective offerors are encouraged to register in SAM prior to the submittal of proposals.

Office Furniture and Installation for USAID/Myanmar

Statement of Work

Purpose:

USAID/Myanmar has a requirement for procuring office furniture for their office space located in the Internet Resource Center (IRC) room on the Embassy Compound in Yangon, Myanmar. To accommodate the increase in staff, the Mission has utilized a new office design layout and would like to procure new office furniture. The new design will provide space for a total of 18 cubicles and one office in the IRC area.

The work shall be done as per scope of work, specification, and general contract conditions. This project requires an experienced registered contractor to design and execute the job.

Background:

Due to expansion of the USAID/Myanmar office, the current office capacity is unable to support the growing number of staff within the mission. The office renovation has been planned and implemented to fulfill office space requirements.

Renovation project consists of :

IRC space renovation and implementation of 18 new workstations and one office space.

Mandatory On-site Survey:

The interested parties/individuals shall coordinate with USAID representatives, to participate on-site at USAID/Myanmar facility to review the project goals, requirements, and schedule. The detailed floor plan/drawing will be provided to the interested parties/individuals upon request.

For the facility access request and registration, the request must be received three days in advance with the name and ID number of the person sent to ahmomo@usaid.gov and cc burma-rangoon-exopersonnel@usaid.gov.

A. SCOPE OF WORK:

The contractor is required to provide renovation service for the USAID/Myanmar office as follows:

1. Modify IRC Space Area

- a. Dispose existing workstations, and office furniture
- b. Add 18 cubicles and office furniture, sample would be provided upon request for one office room
 - i. Install 18 cubicles with estimated dimensions of 1828.8 MM (6 FT) by 1828.8 MM (6 FT), walls at 1219.2 MM (48 in) tall or estimated space of 3m² equally.
 - ii. Frosted glazed panels should be used for top portions of workstations walls to allow light transfer.
- c. Add cabinets
 - i. One (for each workstation)-Three-drawer cabinet with wheel with dimension of WxLxD 40cm x 70cm x 45cm, or similar specification
- d. Each new cubicle shall include a “raceway” system or cable management system to allow for electrical, phone and data cables to run. There should be access hatches (or) ports on each new cubicle to allow for such cables to run from wall outlet into the cubicle and, if needed, to the next cubicle. There should be

two “raceway” or cable management trays, one for electrical cables and one for data and telecommunication cables. A single larger “raceway” or tray can be used if there is a separation material inside the tray. Data and telecommunication “raceway” should accommodate for 12 Category 6 network cables.

- e. Each new cubicle must contain 2 Data ports for LAN connections and 1 port for deskphone. Tyco/AMP Netconnect Modular Jacks are “preferred” as they are compatible with existing equipment and are easy to maintain. These data and telephone ports are “preferred” to be installed in Tyco/AMP Netconnect Universal Office Boxes. If the contractor cannot procure these “preferred” items, the contractor should work with us to find equivalent or similar items.
- f. Systems furniture in open plan office areas where electrical and telecom utilities are located shall have an access panel for power in-feeds and routine access to electrical and telecom utilities at the wall.
- g. The standard electrical requirements are as follows:
 - The contractor shall provide two separate “Straight Blade Single Receptacle, 250 Vac, 20 A, 2 Pole, 3 Wire” for each new cubicle.
 - The contractor shall provide the necessary quantity of electrical connecting devices from the powered base of the furniture to the nearest outlet at the wall. The size of the wire shall be 12AWG.
 - Each power outlet shall have an isolated ground and shall be identified by color as yellow and green.

B. EXAMINATION:

- Examine floors and conditions, with USAID present, for compliance with requirements, installation tolerances, and other conditions affecting performance of the Work. Correct unsatisfactory conditions prior to proceeding with work.
- The Work requires power, data and communications ready for distribution.
- Inspect furniture components, removing and replacing components that are warped, bowed, deformed or otherwise damaged.
- Contractor will be fully responsible for any missing or damaged items.
- Details drawings and diagrams will be provided upon request.

C. KEY DELIVERABLES:

Coordinate with USAID on the package to provide to USAID.

Package included the following:-

- A detailed floor plan of furniture layout after installation and associated M&E drawings
- Material List
- Specification
- Cost estimate
- Delivery Schedule
- Installation Date

D. INSTALLATION

Install furniture systems and freestanding furniture in accordance with manufacturer’s instructions.

Manufacturer Installation Instructions and Installation Tools: The Contractor is responsible for acquiring the necessary manufacturer’s installation instructions and any specific tools required to successfully complete the installation of the Fully-Furnished product.

Upon completion of the installation, all packaging etc. shall be removed from the premises.

E. LAWS AND REGULATIONS

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

CONSTRUCTION PERSONNEL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 10~15 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

The list of workers and supervisors assigned to this USAID project must complete the Attestation Form to confirm their vaccination status.

If they are not fully vaccinated or decline to provide their vaccination status, they must demonstrate proof of a negative COVID-19 test completed within 72 hours of entry and comply with enhanced COVID-19 mitigation protocols (mask wearing, physical distancing).

A rapid antigen test performed at a laboratory is sufficient proof of a negative COVID-19 test.

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

F. FIELD QUALITY CONTROL & FINAL COMPLETION

Inspection and Acceptance: The USAID Myanmar designated representative will complete inspection of the work on site to verify quantities and identify any defects, damage, deficiencies or failure to conform to the contract requirements. Contractor payment for the Work is contingent on this inspection and acceptance.

Notify the Activity Manager and USAID/Myanmar of any missing or damaged items. The Contractor is responsible for ordering replacement items and for all costs including purchase, shipping, and installation associated with those items.

Work may be repaired or refinished if it complies with requirements and shows no evidence of repair or refinishing.

Final Completion:

After completion of the work, the contractor shall make an appointment with Activity Manager or any officer authorized by the Activity Manager for inspection and final acceptance with the signature of Activity Manager or any officer authorized by the Activity Manager. The work site and related areas must be in a clean and tidy condition.

G. PROTECTION, ACCESS TO WORK SITE & INSURANCE

Protection:

The contractor shall protect the work as its proceeds, protect the area, and the materials and components from damage and deterioration.

Special consideration should be given to protecting sensitive areas such as hallways, entrances, walls, floors, and carpets areas from dust and construction activities.

Remove guardrails and barricades at completion of construction. Clean Fully-Furnished products and space to produce ready-for-use conditions.

Access to the work site:

The contractor shall permit the Activity Manager or any officer authorized by the Activity Manager to have access to the work at all times during the execution of work.

The contractor superintendent shall meet with the Activity Manager or any officer authorized by the Activity Manager (unless waived by the Activity Manager) to review progress and plans.

Security regulations require bringing in the ID/National Registration Card (NRC) for the access to the Embassy and each worker's soft copy of their ID/NRC cards be submitted to the Activity Manager or any officer authorized by the Activity Manager one (1) week in advance. Workers must have the same ID cards to enter the compound.

Security regulations require vehicle make type, color and license number for vehicles to enter the compound daily to be submitted to the Activity Manager or any officer authorized by the Activity Manager 48 hours in advance.

All work performed will be under the observation of the Activity Manager or any officer authorized by the Activity Manager. The Activity Manager or any officer authorized by the Activity Manager will normally assign an escort to observe the day to day activities of the contractor. Working hours must be approved at least two working days in advance to ensure the availability of the required escort.

Insurance:

1.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

1.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) :

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS

Per Occurrence : As per the local regulations

Cumulative : As per the local regulations

(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS

Per Occurrence : As per the local regulations

Cumulative : As per the local regulations

1.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

1.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

1.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

1.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H. SCHEDULING

A draft work schedule should be submitted to USAID and the Activity Manager for review and coordination.

I. DIRECTIONS TO OFFERORS

1. The Offeror will select and propose in their deliverable furniture items that are based on the drawings. The drawings are bridging documents that show the layout of the office spaces and the desired layout of the workstations and other office accessories. The drawings will be provided upon request.
2. It is preferred that the systems furniture design be prewired, but this is not a requirement.
3. Each work area has eight plug points (or four duplex receptacles).
4. The Offeror will provide a detailed Bill of Materials (BOM) listing all furniture components for the project.
5. The Offeror will provide a detailed cost estimate which will include all associated costs of the project, to include shipping and installation.

J. ADMINISTRATION:

Authorized Representative:

USAID/Myanmar and the Contractor shall, during the award of the contract, designate an authorized representative as mentioned below. Any changes in the authorized representative must be submitted in writing.

The Contractor is cautioned not to perform work requested by persons other than the Contracting Officer.

USAID/BURMA designates the Contracting Officer (CO) as the only person authorized to award or modify this contract. The present CO is:

Name: Scott W. Spencer
Email : Sspencer@usaid.gov

USAID/BURMA designates the Contracting Officer's Activity Manager as the only person authorized to direct the Contractor in performing the work under this contract. The present Activity Manager is:

Name: Nang Aye Sandar Soe
Email: Nassoe@usaid.gov

K. PACKAGE REQUIREMENT:

The contractor is responsible for procuring, supplying, transporting, and providing all labor, materials, tools and plant and equipment etc., required for completion of work in all respects and as per the scope of work for and full renovation of cubicles at IRC area within the US Embassy compound in Yangon, Myanmar.

It should include:

Materials: all materials used on this work shall be new and conforming to the contract specifications. An appropriate material or similar to the current material constructed and installed at USAID/Myanmar;

Format: Office furniture installation should be maintained per the floor plan;

Accepting: Upon completion of installation, possible correct malfunctioning unit, otherwise remove and replace with new equipment and retest at no cost to USAID/Myanmar office;

Warranty: the contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and all installation will provide the capacities and characteristics specified. The contract further guarantees that if, during a period of one year from the date of certificate of completion and acceptance of the work, any such defects will be repaired by the contractor at his own cost.

L. QUALIFICATIONS:

1. At least five years of working experience in layout design, supply and installation of office furniture to large and well-established corporations.
2. Company profile and at least 3 projects with proof of previous experience - is required.
3. Good communication skills in English. The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

SUBMISSION REQUIREMENTS:

1. Two basic design layouts based on the provided requirements.

2. Proposed timeline of project completion.
3. Detailed price proposal.
4. Documentation that demonstrates previous successful completion of services described above; this could include letters of recommendations, appreciation or other evidence of contractor capability from previous customers.

SELECTION CRITERIA:

- A) Detailed Price proposal (40%)
- B) Demonstrated knowledge/skills and understanding of work requirements as well as personnel expertise (50%)
- C) Past Performance (10%)

USAID intends to make a contract award that represents the best value to the U.S. Government. “Best value” is defined as the offer that results in the most advantageous solution for the U.S. Government, in consideration of technical, cost/price, and other factors. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. When the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. The Contracting Officer, at the Government’s discretion, may enter negotiations with one or more offerors to discuss improvements in the proposal and cost deduction. Upon successful negotiations with the offeror, a fixed-price Purchase Order will be issued, and a lump sum payment made upon acceptance of all deliverables and within 30 days of receipt of invoice.

PURCHASE ORDER CLAUSES

This purchase order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://acquisition.gov/far>

<http://www.usaid.gov>

- Federal Acquisition Regulation (FAR) at <http://www.acquisition.gov/far/>
- USAID Acquisition and Assistance Policy Directives (AAPDS) and Contract Information Bulletins (CIBS) at <https://www.usaid.gov/work-usaid/aapds-cibs/>
- USAID Acquisition and Assistance Policy Directive (AAPD 16-02) Revised on Clauses and special contract requirements for facilities access, security, and information technology (IT) at <https://www.usaid.gov/work-usaid/aapds-cibs/aapd-16-02-revision2>
- [AAPD 21-04 Revision 1](#): EXECUTIVE ORDER 14042 ON ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL AWARDS (FAR Deviation No. M-OAA-DEV-FAR-22-01c)

A.1 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

I.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-3	GRATUITIES	Apr-1984
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS	NOV 2021
52.204-26	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION	OCT 2020
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	Feb-1997
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	May-2014
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	JAN 2022
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (IBR) PRESCRIPTION AT FAR SUBPART 23.1105	June-2020
52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES – CERTIFICATION (IBR) PRESCRIPTION AT FAR SUBPART 25.1103	Feb 2021
52.232-23	ASSIGNMENT OF CLAIMS	May-2014
52.233-1	DISPUTES	May-2014
52.233-3	PROTEST AFTER AWARD (IBR) PRESCRIPTION AT FAR SUBPART 33.106(B)	Aug-1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (IBR) PRESCRIPTION AT FAR SUBPART 33.215(B)	Oct-2004
52.237-1	SITE VISIT	Apr-1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	Apr-1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	Aug-1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (IBR) PRESCRIPTION AT FAR 44.403 (NOTE: REQUIRED FOR SOLICITATIONS AND CONTRACTS FOR OTHER THAN COMMERCIAL ITEMS.)	JAN-2022

II. A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	JUL 2007
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

III. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) FULL TEXT CLAUSES

III.1 52.213-2 INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

III.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (*Sept* 2016) (E.O.11246).

(vii) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(viii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C.3553).

(ix) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub.L.108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021).

(vii) 52.233-1, Disputes (May 2014).

(viii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2022).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C.chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(v) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).

(vii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (*Sept 1989*) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://acquisition.gov/far>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

III.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://acquisition.gov/far>

III.4 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

Waivers under FAR Part 4.2101 Prohibition On Covered Telecommunications And Video Surveillance Services and Equipment (December 2021)

(a) This solicitation and any resultant award(s) is subject to the requirements of section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115–232) as implemented through FAR 52.204-24 and FAR 52.204-25 of this solicitation.

(b) Waivers.

(1) The submission of an offer where the Offeror makes a representation at paragraph (d)(2) of the provision at FAR 52.204–24 that it “does” use covered telecommunications equipment or services will mean the Offeror is seeking a waiver.

As part of the disclosure requirements under the provision FAR 52.204–24 submitted as part of the offer, the Offeror/Contractor must describe the circumstances (including in-country circumstances) where the Offeror/Contractor uses covered technology. This must include an identification of whether the covered technology is provided by communications service-providers, such as internet, cell phone, landline or others; the specific country where it is used; whether a Section 889-compliant alternative is or is not available in the specific country where the covered technology is being used based on the Offeror’s/Contractor’s reasonable inquiry; and a description of the presence of any other covered technology, whether it be in any internal systems or elsewhere in the supply chain.

(2) If an existing waiver does not apply, USAID does not guarantee that waiver requests from such an offeror will be considered; USAID may make an award to an offeror that does not require a waiver. Where agency needs do not permit time to obtain a waiver, USAID may move forward and make an award to an offeror that does not require a waiver. Per FAR 4.21, USAID will not make an award to an offeror(s) that does not receive the approved waiver.

(3) Where USAID decides to initiate the formal Agency waiver process:

(i) The CO will require the apparently successful offeror(s) to submit the information in paragraph (4) of this section. Alternately, offerors may provide the information with their initial proposal, at their discretion. Offerors must appropriately mark the appropriate portions of their submission as Proprietary Data where applicable.

(ii) For Indefinite Delivery contracts under (48 CFR) FAR subpart 16.5, waiver requests will be addressed prior to award of the basic contract.

(iii) In the event that the waiver is not approved, the Contracting Officer will notify the offeror.

(4) Additional submission requirements:

(i) A compelling justification for the additional time to implement the requirements under 889(a)(1)(B). The justification must:

- a. State the amount of additional time requested to meet the requirements of the statute (No Agency waiver will be authorized to extend beyond August 13, 2022); and
- b. Provide an explanation supporting the requested time period, to include the time required to implement the Phase out Plan described below.

(ii) A full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity’s supply chain to include:

- a. Complete technical design documentation of where, how, and what covered equipment or services are being used by the Offeror;
- b. Technical architecture diagram of where the covered technologies are being used (for the system, equipment, service); and
- c. Description of how the covered technologies are being used, how often the covered technology is used by the Offeror, and what data traverses the technology.

- (iii) A Phase-Out Plan for eliminating the covered equipment or services from the Offeror's systems, including the covered equipment or services identified in the laydown. The Plan must include:
- a. Description of how the Offeror will eliminate all covered equipment or services by the date specified in (4)(i)(b) above;
 - b. When applicable, milestones and timeframes for providing updates to the COR on the Phase-Out Plan implementation;
 - c. Identification of other available options;
 - i. Replacement of covered equipment and systems, as applicable;
 - ii. Accessibility of the alternative equipment and systems, as applicable; and
 - iii. In the case of covered services, the proposed use and availability of other service provider(s) without the covered technologies in the supply chain.
- (iv) Pending waiver requests/Approved waivers:
- a. Pending - Solicitation Number/title/Issuing Office (Mission or USAID/W) of those offers where the CO has requested the information under this provision.
 - b. Approved Waivers - Award number/title/Issuing Office (Mission or USAID/W)